



www.tishkennels.com

Rapid City, South Dakota
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PURCHASE AND SALE AGREEMENT

This Agreement is made between Tish Kennels of Rapid City, Pennington County, South Dakota, as Seller, and _____, of _____, as Buyer, and the parties agree as follows:

1. PUPPY NUMBER: 1 2 3 4 5 6 7 8 9 10 11 12

Name: _____ Microchip: _____

Gender: Male Female

Dam: _____ Sire: _____

ALL PUPPIES ARE SOLD ON A STRICT SPAY/NEUTER AGREEMENT CONTAINED HEREIN – WE DO NOT SELL BREEDING RIGHTS.

2. PURCHASE PRICE:

The total purchase is \$_____, *includes applicable sales taxes*. A deposit of \$_____ is required to hold your puppy. The deposit is nonrefundable and will be applied to the purchase price of the puppy. Payment may be made by cash, personal check, cashier's check, money order, credit card, Pay Pal or Venmo Friend or Business app (or like). Seller guarantees your puppy will not be sold to any other party so long as Buyer adheres to the Pickup or Delivery guideline. Any balance due must be paid when picking up the puppy or before shipping. If you are paying when you pick up the puppy, it needs to be cash, cashier's check, money order, credit card or Pay Pal. There WILL BE a convenience charge of 3% on Pay Pal, credit card, Venmo Business (or like) purchases. NO PERSONAL CHECKS WILL BE ACCEPTED THE DAY OF PICKUP WITHOUT PRIOR APPROVAL BY TISH KENNELS.

3. PICKUP OR DELIVERY:

Your puppy needs to be picked up between 8-9 weeks of age or arrangements made for boarding/delivery. All fees are to be paid in full prior to pickup or delivery. Limited ground shipping is available for an additional charge (\$_____) which will include the crate and health certificate. Puppies cannot be shipped until 8 weeks of age.

4. HEALTH GUARANTEE:

As a quality breeder, our highest priority is the health of the dogs we breed. Part of that responsibility includes doing everything possible to assure their well-being after they go to a new home. That is why NuVet Plus immune system builder is *required* as part of your pet's Health Guarantee. (see attached Schedule C, Feeding Recommendations & Supplement Requirements.)

To the best of Seller's knowledge having been examined by our veterinarian, this puppy is free of any communicable or hereditary defects. The puppy being purchased is guaranteed to be current on its vaccinations and worming. (See attached Schedule A, Puppy Worming & Shot Record.)

There are certain disorders that may be caused by environmental factors, including but not limited to: allergies, immunity level, mites, pneumonia, demodectic mange, heatstroke, ringworm, intestinal worms/parasites, conjunctivitis, fleas, ticks, ear infections, coccidia, giardia, kennel cough, cancer, scabies, allergies, thyroid dysfunction, and are not covered by this guarantee. (See attached Schedule B, Additional Health Recommendations & Warnings.)

Buyer will personally inspect the puppy, and the puppy must also be examined by a licensed veterinarian within three (3) working days from the receipt of the purchase date of the puppy. Any claims must be made within this 72-hour time period and will be verified by Seller's own veterinarian. Buyer may return puppy IN GOOD CONDITION to Seller for a full refund for any reason within 72 hours of receipt, providing Buyer agrees to pay all transportation costs. Any physical problem which is, or could be, the result of injury is not covered under this guarantee.

Should the puppy be diagnosed with any hereditary or genetic problem which is untreatable and life-threatening prior to its first birthday, Seller agrees to replace the puppy. Buyer must give Seller proof of diagnosis and then also present the puppy to a veterinarian of Seller's choice to confirm diagnosis. This guarantee is limited to a puppy replacement and applies only to the Buyer under this contract and is nontransferable to any second party. Under no circumstances will Seller pay veterinarian fees or transportation costs. Buyer may keep the original dog, but if the AKC registration (if applicable) must be returned to Seller. Buyer will be supplied with a new puppy of equal quality from the Seller's next available litter or later, as Buyer desires. Replacement puppy will be mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may not be from the exact same parents of original puppy. No monetary reimbursement will be given. No replacements will be honored after 12 months of age.

5. BUYER'S RESPONSIBILITIES:

Buyer shall maintain the puppy in good condition, including adherence to regular immunization schedule, heartworm preventative, good diet (pursuant to attached Feeding Recommendations, Schedule C) and a clean, safe environment. Buyer agrees not to use the puppy in any illegal activity. Seller reserves the right to request veterinarian reports of medical history, OFA report, and x-rays.

Buyer agrees that if, at any time, the dog can no longer reside with Buyer, the dog will be offered back to Seller, with no monetary compensation given. This dog WILL NOT be surrendered to any animal shelter or rescue organization. Buyer understands that, in the event a family member or other person has been chosen by Buyer for a new home, Seller has first right of refusal. In other words, Seller can decide if said home is a good fit for the dog. In the event the dog is allowed to transfer to the new home, original Buyer will return the AKC papers (if applicable) back to Seller. Any returned puppy must be returned to the Seller in good condition, it being evident that the puppy was well cared for, i.e. fed, bathed, groomed, etc., other than the specified problem, at the Buyer's expense.

6. LIMITED OWNERSHIP:

The parties agree that this puppy is being sold with full AKC registration (if applicable), and there is no guarantee or warranty that Buyer will be able to show the puppy regardless of show potential.

The parties agree that any photographs or likenesses of Tish Kennels animals shared with Tish Kennels or publicly posted to social media may be used by Tish Kennels without compensation.

The parties further agree that this puppy is strictly being sold as a family pet and Buyer shall not breed the puppy under ANY circumstances. **Buyer agrees to furnish Seller verifiable proof from a licensed DVM of spay/neuter procedure upon completion, and that said alteration will take place before the puppy reaches sexual maturity.** The parties recognize that precise damages for breach of this contract might be too difficult to ascertain, therefore Buyer agrees to be liable for liquidated damages in the amount of \$2,000.00 per puppy produced payable to Seller. If the dog pertaining to this contract is bred or found to have been bred, Buyer will be found to be in BREACH OF THIS CONTRACT. If a breach of contract is made, Seller reserves, *and will execute*, the right to repossess the dog pertaining to this contract. Buyer hereby agrees to allow law enforcement officers access to private property in the execution of said repossession.

7. JURISDICTION:

Any legal filings by Buyer, against Seller, must be filed in Pennington County, South Dakota, and Buyer will be responsible for ALL legal and personal expenses incurred by Seller in any case filed by Buyer that is ruled in favor of Seller or any such case which is dismissed by the court system, as well as any case involving breach of contract.

THE SOLE REMEDY OF THE BUYER IS LIMITED TO REPLACEMENT OF THE PUPPY WITH ONE OF SIMILAR GENDER AND LINEAGE AS DESCRIBED ABOVE. BUYER SPECIFICALLY WAIVES ANY REPRESENTATION WITH REGARD TO MERCHANTABILITY OR FITNESS OF PURPOSE AND WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

All terms and conditions being agreed upon by the parties are contained in this contract. No other guarantees or warranties are implied. The seller reserves the right to refuse sale at any time for any reason.

The parties' signatures hereby indicate acknowledgement of the agreement between the parties and all provisions of the contract.

Dated this _____ day of _____, _____.

SELLER:

TISH KENNELS

By: _____

BUYER:

PUPPY WORMING & SHOT RECORD

Name: _____

Born: _____

De-Worming:

Age & Date received

Type of Medication

_____/_____/_____

_____/_____/_____

_____/_____/_____

Shots:

Age & Date received/needed

Type of Shot

6-8 weeks ____/____/_____

Recommended: Distemper, Measles, Parainfluenza

Optional: Bordatella

10-12 weeks ____/____/_____

Recommended: DHPP (Distemper, Adenovirus [Hepatitis], Parainfluenza, Parvovirus)

*Optional: Coronavirus, Leptospirosis
Bordatella, Lyme Disease*

12-24 weeks ____/____/_____

Recommended: Rabies

Optional: Rattlesnake (2) 30 days apart

14-16 weeks ____/____/_____

Recommended: DHPP (Distemper, Adenovirus [Hepatitis], Parainfluenza, Parvovirus)

*Optional: Coronavirus, Leptospirosis
Lyme Disease*

12-16 months ____/____/_____

Recommended: Rabies and DHPP (Distemper, Adenovirus [Hepatitis], Parainfluenza, Parvovirus)

*Optional: Coronavirus, Leptospirosis
Bordatella, Lyme Disease*

Every 1-2 years ____/____/_____

Recommended: DHPP (Distemper, Adenovirus [Hepatitis], Parainfluenza, Parvovirus)

*Optional: Coronavirus, Leptospirosis
Bordatella, Lyme Disease*

Every 1-3 years ____/____/_____

Recommended: Rabies (as required by law)

Optional: Rattlesnake booster

*Recommendations per the American Kennel Club

SCHEDULE A

ADDITIONAL HEALTH RECOMMENDATIONS & WARNINGS

To the best of our knowledge, the puppy you have just purchased is in good health.

Our dogs and puppies have NOT been exposed to infectious disease here. If your puppy is exposed to an infectious disease after it leaves here, this is not covered by our health guarantee as we have no control over what the puppy is exposed to after it leaves our home. We guarantee your puppy for 72 hours, including weekends and holidays. Your puppy has been seen by our veterinarian, but we highly recommend that you have your puppy examined by a licensed veterinarian of your choice within the three-day period.

We will not be responsible for any illness or injury that may be caused by improper care or treatment once the puppy leaves our care.

PARVO NOTICE:

A puppy is not fully vaccinated against Parvo until up to 10 days after it has received the 3rd booster.

NEVER TAKE A SICK PUPPY BACK TO THE BREEDER KENNELS! If it does have Parvo, this will put any present puppies there and future litters at risk. Call the breeder and discuss the situation over the phone.

THIS WARRANTY IS NULL AND VOID IF THE PUPPY IS PLACED IN AN ENVIRONMENT WHERE PARVO PREVIOUSLY EXISTED OR PRESENTLY EXISTS.

Please note that just one puppy from a litter cannot develop Parvo without affecting the whole litter. Therefore, if your puppy develops Parvo after leaving the kennel and none of the other puppies develop it, it is impossible for the puppy to have contracted it at the breeder's kennel.

Please be very careful as to where you let your puppy out to potty and also where you take your new puppy!

BUYER'S RESPONSIBILITY:

I have been informed of the risk of parvo to my puppy and I understand that traveling home with my puppy is a RISK and I WILL NOT stop at rest areas or gas stations to let the puppy potty.

Dated this _____ day of _____, _____ .

Buyer's signature

SCHEDULE B

FEEDING RECOMMENDATIONS

Your new puppy is eating: Purina Pro Plan Sport – All Life Stages Performance 30/20 Formula. They should be fed 1 cup in the morning and 1 cup in the evening, if they are not on a self feeder. Your puppy is used to eating this food dry. Should you choose to change foods, we ask that you do so by mixing your new food with the current food in gradually increasing doses to avoid making your new puppy sick.

SUPPLEMENT REQUIREMENTS

Due to the vast variety and quality of available dog foods, we require that your new puppy be kept on NuVet Labs nutritional supplement, “NuVet Plus Canine” for a minimum of 12 months (and preferably for the life of your animal). This supplement is very important for immune systems and helps fill in the gaps where most foods fail. Your new puppy has been enjoying NuVet Plus every day as a treat - they love the taste! Continuing this daily regimen is the easiest and best way to keep your pet on the path to perfect health!

NuVet is not available in stores, and is only available to the general public with an order code from select authorized pet professionals like Tish Kennels!

For your convenience, you may order directly from the manufacturer by calling 800-474-7044 and using Order Code: 18296, or ordering online at www.nuvet.com/18296. You can also save an additional 15% and assure you never run out of NuVet by choosing the “AutoShip” option at check out.

Please order prior to picking up your pup!

Sincerely,

Steve and Jackie Tish
Tish Kennels

Why we recommend NuVet Plus

While all quality dog foods will provide everything needed to sustain life, virtually all of them are cooked during the manufacturing process. The heat from cooking causes much of the nutrients to be lost during the process. NuVet Plus is a synergistic combination of antioxidants, vitamins, and minerals known to boost immune system function. All of the ingredients are sourced in the United States, manufactured in a human-grade U.S. FDA registered pharmaceutical laboratory and cold processed, allowing all of the benefits of its rich nutrients to be retained, giving your new puppy an extra layer of protection, especially during the most critical first year of life.

Additionally, when puppies nurse, they rely on their mother’s colostrum (highly nutritious milk produced right after birth) for the antibodies they need to fight foreign substances. However, the maternal antibodies’ effectiveness declines as the puppy’s immune system begins to mature. By 8 weeks, your puppy’s immune system is at a vulnerable point and will soon be challenged on multiple fronts. When a puppy is moved away from its mother and siblings to live with its new family, the immune

system is weakened by the stress of adoption and exposure to bacteria and viruses in its new home. These are pathogens for which the puppy's body has not yet developed antibodies, and it is widely recognized that the immune system is less effective in times of stress. The vaccine series is also started during this time period. Vaccines are most effective if the immune system can respond properly. If the immune system is distracted by combating free radicals and it does not receive the nutrients required to keep it strong during times of stress, the health of the puppy is at risk. The best way to stay healthy during this critical time is to provide the nutritional support required for proper immune system function.

Hundreds of thousands of dogs and cats are using NuVet to support their immune system and provide optimal health. A strong immune system will protect them from environmental and food toxins such as back yard pesticides, hormones, germs from public places, and even toxic formaldehyde in furniture and carpeting. This is not just a vitamin. It's an immune system builder with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants. That's why it works so well through all three stages of a dog's life.

- For puppies - Fills the immunity gap all puppies experience. Shortly after birth maternal antibody effectiveness is greatly reduced. By 8 weeks your puppy's immune system is at a vulnerable point. Once in their new home, the immune system is weakened by the stress of adoption and exposure to novel bacteria and viruses in their environment. This is also when the vaccine series is started. Vaccines are most effective if the immune system can respond properly. Starting NuVet Plus now is important to helping your puppy grow into a healthy adult.
- For dogs in their prime - Improves the luster of their skin and coat while providing the necessary antioxidants, amino acids, vitamins, minerals and more to sustain their body's peak performance during the prime of their lives
- For older dogs - Helps provide the nutritional requirements to help them live long, happy, and productive lives in their senior years.

NuVet Labs is the nation's premier producer of dog and cat immune system building supplements.

NuVet Labs sets the industry standard:

- Natural, Human Grade Ingredients
- Manufactured in the U.S. in an FDA (Human Grade) Pharmaceutical Lab
- Safe to use at all life stages; puppies to seniors
- 60-Day Money Back Satisfaction Guarantee